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**\*E-FILED - 8/21/08\***

10 UNITED STATES DISTRICT COURT  
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA

12 PERNOD RICARD MEXICO, S.A. de C.V.      )      CASE NO. C 07 0968 RMW PVT  
13 and PERNOD RICARD USA, LLC,                )  
14 Plaintiffs,                                    )  
15 vs.   )  
16 TEQUILA TAZON, INC., and AMERICAN        )  
17 WINE DISTRIBUTORS, INC.,                    )  
18 Defendants.                                    )

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**STIPULATION AND [PROPOSED]  
ORDER TO DISMISS THE CASE  
WITH PREJUDICE**

19 TEQUILA TAZON, INC., a Nevada            )  
20 corporation,                                  )  
21 Counterclaimant,                            )  
22 vs.    )  
23 PERNOD RICARD MEXICO, S.A. de C.V.    )  
24 and PERNOD RICARD USA, LLC,            )  
25 Counterdefendants.                        )

26 Plaintiffs-counterclaim defendants Pernod Ricard Mexico, S.A. de C.V. and Pernod Ricard  
27 USA, LLC (collectively "Pernod Ricard") and defendant-counterclaim plaintiff Tequila Tazon, Inc.  
28 ("TTI"), through undersigned counsel, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil

1 Procedure, jointly stipulate as follows:

1. Pernod Ricard and TTI have reached a confidential settlement.
2. This matter is dismissed with prejudice, each party to bear its own costs.

4 Further, pursuant to Rule 41(a)(1)(A)(i) of the Federal Rules of Civil Procedure, Pernod  
5 Ricard states that with respect to its claims against defendant American Wine Distributors, Inc.  
6 (“AWD”), which has not answered or otherwise appeared in this action that:

1. Pernod Ricard and AWD have reached a confidential settlement.
2. This matter is dismissed with prejudice, each party to bear its own costs.

9           The parties further stipulate and agree that the Court shall expressly retain complete  
10 jurisdiction to reopen this action for the purpose of enforcing performance of the terms of the  
11 settlement reached by the parties, including, but not limited to, the Confidentiality Obligations (as  
12 such term is defined therein), and each party consents to the jurisdiction of this Court for said  
13 purposes

Dated: August 15, 2008

ARNOLD & PORTER LLP

By:

Sharon Douglass Mayo (Bar No. 150469)  
John Maltbie (Admitted *Pro Hac Vice*)  
Attorneys for Plaintiffs-Counterclaim  
Defendants Pernod Ricard Mexico, S.A. de C.V.  
and Pernod Ricard USA, LLC

Dated: August 14, 2008

## BUSINESS & TECHNOLOGY LAW GROUP

By:

Stephen N. Hollman (Bar No. 055219)  
Attorneys for Defendant-Counterclaim-Plaintiff  
Tequila Tazon, Inc.

Dated: August 21, 2008

**SO ORDERED:**

Ronald M. Whyte

Hon. Ronald M. Whyte, U.S.D.J.